

CONTRACT #700-05-060

LAFAYETTE CONSOLIDATED GOVERNMENT  
DEPARTMENT OF FINANCE AND MANAGEMENT  
PURCHASING & PROPERTY MANAGEMENT DIVISION

LAFAYETTE CONSOLIDATED GOVERNMENT BUILDING  
705 WEST UNIVERSITY AVENUE  
P O BOX 4017-C  
LAFAYETTE, LOUISIANA 70502

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FINANCE & MANAGEMENT

PURCHASING & PROPERTY MANAGEMENT

TEL: (337) 291-8259  
FAX: (337) 291-8269  
705 W. UNIVERSITY AVENUE  
P. O. BOX 4017-C  
LAFAYETTE, LOUISIANA 70502

TO: ALL BIDDERS  
FROM: LAFAYETTE CONSOLIDATED GOVERNMENT, PURCHASING DIVISION  
SUBJECT: BID NOTICE

Enclosed please find one (1) set of detailed specifications for:

**LIQUID ALUMINUM SULFATE**

Bids are to be opened on Tuesday, September 13, 2005 at 10:00 a.m. (Central Time) in the Lafayette Consolidated Government Building located at 705 West University Avenue. In order that your bid may be properly handled, it is important that you mail your bid to the following address.

LAFAYETTE CONSOLIDATED GOVERNMENT  
PURCHASING DIVISION  
P.O. BOX 4017-C  
LAFAYETTE, LA 70502

Your interest and bid submittal is invited and welcome.

Yours very truly,  
Jody Williamson  
Purchasing & Property Manager

enclosures

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received only in the office of the Purchasing Division at the Lafayette Consolidated Government Building, located at 705 West University Avenue, Lafayette, Louisiana, until 1 0:00 a.m. Central Time on the 13th day of September, 2005 for the following:

### **LIQUID ALUMINUM SULFATE**

and will, shortly thereafter, be opened and read aloud in the Council Conference Room located at 705 West University Avenue, Lafayette, LA Bids received after the above specified time for opening shall not be considered and shall be returned unopened to the sender.

Copies of the specifications are available at the Purchasing Office located at 705 West University Avenue, Lafayette, LA 70506. Telephone number (337) 291-8263 (Attn:' Angie). Plans and specifications shall be available until twenty-four (24) hours before the bid opening date.

Each bid shall be accompanied by a certified check, cashier's check, or bid bond payable to the Lafayette Consolidated Government, the amount of which shall be five percent (5%) of the base bid plus additive alternates. If a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-Rating in the latest printing of the AM. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM. Best's Key Rating Guide, or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. The bid bond shall be issued by a company licensed to do business in Louisiana. The certified check, cashier's check, or bid bond shall be given as a guarantee that the bidder shall execute the contract, should it be awarded to him, in conformity with the contract documents within ten (10) days.

No bidder may withdraw his bid for at least forty-five (45) days after the time scheduled for the opening of bids. Each bid shall be submitted only on the quotation form provided with the specifications.

Bids will be evaluated by the Purchaser based on the lowest responsible bid submitted which is also in compliance with the specifications. The Lafayette Consolidated Government reserves the right to reject any and all bids or any portions thereof, to waive informalities and to select the material that best suits its needs.

The Lafayette Consolidated Government strongly encourages the participation of DBEs (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette Consolidated Government for goods and services and labor and material. To that end, all contractors and supplies are encouraged to utilize DBEs business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged business are available. Assistance in identifying said businesses may be obtained by calling 291-8410.

**PURCHASING DIVISION  
LAFAYETTE CONSOLIDATED GOVERNMENT**

PUBLISH DATES: 08-30-05; 09-04-05  
DPR #588794  
Affidavit Of Publication

## **INSTRUCTIONS TO BIDDERS MATERIALS ONLY**

Each bidder shall carefully check all requirements herein set forth in the specifications and shall offer bids/quotes which fully comply with the requirements. Bids/quotes should plainly set forth all points, features, conditions and specifications, etc., wherein the bid/quote offered **DOES NOT MEET** the specifications. **ALL EXCEPTIONS SHOULD BE FULLY DETAILED IN A LETTER WHICH SHOULD ACCOMPANY THE BID/QUOTE.**

### **ARTICLE 1 – BID SECURITY (REQUIRED ON SEALED BIDS)**

Any bidder not furnishing bid security when required, may cause rejection of said bid. The successful bidder's bid security **SHALL EQUAL FIVE PERCENT (5%)**, of the total extended bid price **OR THE AMOUNT SPECIFIED IN THE NOTICE TO BIDDERS**, and will be retained until a satisfactory contract has been entered into between the bidder and the Lafayette City-Parish Consolidated Government.

The Lafayette City-Parish Consolidated Government reserves the right to hold the certified checks, cashier's checks, or bid bonds of the three (3) lowest bidders until the successful bidder has entered into a contract.

If a bid bond is used, it shall be written by a surety or insurance company on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- Rating in the latest printing of the A.M. Best's Key Rating Guide to write individuals bonds up to ten percent (10%) of the Policyholder's surplus as shown in the A. M. Best's Key Rating Guide, or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by a Louisiana residents. The bid bond shall be issued by a company licensed to do business in Louisiana.

Notwithstanding the aforesaid, in the event that a bidder furnished a bid bond which does not fully comply with the provisions of the Article, but which is otherwise a legally valid and enforceable bond, the Lafayette City-Parish Consolidated Government may allow the bidder to amend his bid bond following the opening of bids in order to bring the bond into conformity with the requirements of this Article and or the requirements of the LA. R.S. 38:2218, or may permit the bidder to substitute other bid security in place of the bid bond submitted.

Should the Lafayette City-Parish Consolidated Government make an award to a bidder who refuses to enter into a contract, the bid bond, certified check, or cashier's check shall be forfeited to the Lafayette City-Parish Consolidated Government as liquidated damages.

Agents signing bonds should type their name and license number below their respective signatures.

### **ARTICLE 2 - CONDITION OF ITEMS PURCHASED**

Unless otherwise stated in the specifications, all purchases shall be new, unused products with full manufacturers warranty for warranty type items.

### **ARTICLE 3 - SIGNATURE AUTHORITY OF BIDDER**

In accordance with Title 38:2212(A) (1)(c)(i), the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

### **ARTICLE 4 - QUOTATIONS BETWEEN \$10,000 AND \$20,000**

For purchases of materials and supplies between \$10,000 and \$20,000, State law requires that three prices are obtained. If a purchase is estimated to fall within this category and less than three quotations are received, the Lafayette City- Parish Consolidated Government reserves the right to delay the opening of those quotes for the purpose of soliciting additional quotes.

### **ARTICLE 5 – INSURANCE (NOT APPLICABLE)**

**PLEASE READ THE ATTACHED INSURANCE REQUIREMENTS CAREFULLY!** All limits will be **REQUIRED** including but not limited to, **WAIVER OF SUBROGATION AND ADDITIONAL INSURED**. A copy of the certificate of insurance shall be furnished to the Lafayette City-Parish Consolidated Government with ten (10) days of the notice of award.

## **ARTICLE 6 - POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **ARTICLE 7 - BRAND NAME/BROCHURES**

Whenever manufacturer trade names, brand names, make or model numbers are specified, they are used only to denote the quality standard of the article desired, and set forth and convey to prospective vendors the general style, type, character, and quality of the article desired, and the words Aor equal@ shall be assumed to follow whether or not so stated.

**A COMPLETE SET OF CURRENT MANUFACTURER'S SPECIFICATIONS AND ILLUSTRATED BROCHURE(S) SHALL BE FURNISHED WITH THE BID. THE SPECIFICATIONS AND BROCHURE(S) SUBMITTED MUST BE IDENTICAL TO THE MAKE AND MODEL OF THE ITEM(S) BID.** In the event such specifications/brochure(s) are generic and cover more than the specific item(s) bid, all references to the item(s) being bid must be clearly marked so there is no question of the bidder's intent.

## **ARTICLE 8 - TAXES**

In accordance with Act 1029 of 1991, Lafayette City-Parish Consolidated Government is exempt from state and local taxes. The Lafayette City-Parish Consolidated Government State Tax Exemption Number is 0274639-001-W.

## **ARTICLE 9 - CANCELLATION OF CONTRACT**

In the event of unsatisfactory services by the contractor or unforeseen or justifiable circumstances under this contract, the Lafayette City-Parish Consolidated Government will have the option to cancel the contract with thirty (30) days written notice to the contractor. In event of the termination of said contract, all obligations of either party under this contract shall cease.

## **ARTICLE 10 - PRINTED FORM(S) FOR BID**

**Bidders shall be required to submit their bid/quote only on the bid/quote form found in the bidding documents or any bid/quote form modified by addenda.**

The bid form(s) invite bids on definite plans and specifications. Only the amounts and information called for on the bid form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided in the bid.

Bids should be clearly and legibly filled out in ink or typewritten and must contain the signature or facsimile thereof of the bidder or an authorized representative. The Lafayette City-Parish Consolidated Government shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied therein by the bidder as a result of the manner and or method by which said bidder has completed the bid form.

## **ARTICLE 11 - DELIVERY**

Failure to insert delivery days when called for on the form may be cause for rejection of said bid.

## **ARTICLE 12 - LOUISIANA PREFERENCE (NOT APPLICABLE ON SERVICE CONTRACTS OR CONTRACTS WHERE FEDERAL TRANSIT ADMINISTRATION FUNDS ARE EXPENDED)**

In accordance with the provisions of LA. R.S. 38:2251 et. Seq., preference is hereby given for materials, supplies, or equipment which is manufactured, processed, produced, or assembled in Louisiana, quality being equal to other materials, supplies, or equipment offered by competitors outside of the State of Louisiana. However, the Lafayette City-Parish Consolidated Government can only make full and proper determination of a bidder's entitlement to a preference based upon consideration of all pertinent information related to said claim. Accordingly, for the Lafayette City-Parish Consolidated Government to fairly evaluate the bidder's claim for a preference, it shall be the bidder's duty and responsibility; to supply the Lafayette City-Parish Consolidated Government with the following declarations and information when submitting a bid which claims entitlement to a preference

4. The bidder shall affirmatively indicate that preference is entitled and desired by placing a mark in the space provided on the bid form for claiming a preference; and
5. The bidder shall specify in the space(s) on the bid form the item(s) for which a preference is being claimed, and the bidder shall also provide in the space(s) on the bid form, location(s) in Louisiana where the item(s) for which a preference is claimed are manufactured or produced; and
6. The bidder shall confirm in the space provided on the bid form that a preference is being claimed and attach to the bid form a written letter detailing exactly why a preference is entitled, including but not limited to describing how its products are produced or manufactured, and the process which qualifies it for a preference.
7. Any bidder who fails to comply with each and every one of the requirements set forth herein shall be deemed to have

waived its right to be considered for a preference, and such bid shall be considered as though no preference was available to the bidder.

Bidders who claim a preference on materials, supplies, or equipment which are Louisiana products and which are equal in quality to other materials, supplies, or equipment must meet the following conditions in order to qualify for such preference:

1. The cost of the Louisiana products must not exceed the cost of the other materials, supplies, or equipment which are manufactured, processed, produced, or assembled outside the state by more than ten percent (10%); and
2. The bidder of the Louisiana products must agree to sell the products at the price of the lowest bid offered on such products; and
3. In the case where more than one bidder offers Louisiana preference products which are within ten percent (10%) of the lowest bid, the bidder offering the lowest bid on Louisiana products is entitled to accept the lowest bid offered on such products.

### **ARTICLE 13 - ERASURES**

Bidders should avoid making erasures, delineations, and other corrections on bids, since such may make it difficult for the Lafayette City-Parish Consolidated Government to ascertain the information contained in the bid. In the event that a bidder must make such corrections to said bid, the corrections should be made in such a manner that the information contained on the bid form can be fairly and reasonably discerned and ascertained by the Lafayette City-Parish Consolidated Government. The Lafayette City-Parish Consolidated Government shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder therein.

### **ARTICLE 14 - PRICES**

The Lafayette City-Parish Consolidated Government reserves the right not to accept this bid/quote, and purchase from the State Contract, any product, good, or service, if the price of the product, good, or service called for in the specification, is lower on the State Contract.

Prices are to include the performance of all labor services, insurance and bonds, the furnishing of all materials, plant, equipment, tools, delivery charges, and any and all other costs necessary or proper for the completion of the work except as otherwise expressly provided in the specifications or bid documents.

When called for, prices shall be shown in both words and figures, and in the event of a discrepancy between the prices quoted in words and figures the price(s) in words shall control. In case of a conflict between unit prices and the extended total price, the unit price shall govern.

The Lafayette City-Parish Consolidated Government reserves the right to reject any bid in the event that discrepancies in the price quoted therein prevent the Lafayette City-Parish Consolidated Government from making a fair determination of the quoted prices.

### **ARTICLE 15 - WITHDRAWAL OF BID**

A bid containing patently obvious unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to Lafayette Consolidated Government within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If Lafayette Consolidated Government determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor.

A contractor who attempts to withdraw a bid under the provisions of this Section shall not be allowed to resubmit a bid on the project. If the bid withdrawn is the lowest bid, the next lowest bid may be accepted. If all bids are rejected no withdrawal of the bid which would result in the award of the contract on another bid of same bidder, his partner, or to a corporation or business venture owned by or in which he has an interest shall be permitted. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract work agreement for, any person to whom a contract or subcontract, is awarded in the performance of the contract for which the withdrawn bid was submitted.

### **ARTICLE 16 - SUBMISSION AND OPENING OF BIDS/QUOTES**

**BIDS** - All bids shall be enclosed in a sealed envelope which will be marked with the name of the bid being submitted, and shall either

be mailed or hand delivered to: Purchasing Division, Lafayette City-Parish Consolidated Government, PO Box 4017-C, 705 W. University Avenue, Lafayette, Louisiana 70502.

QUOTES - All quotes shall be either hand carried or mailed to the above address or can be faxed to 291-8269

The Request for Quotes will establish the date and time of the bid opening. Quotes will be received until the stated date and time. The timely delivery of the bid solely rests with the bidder, and late arriving bids will not be considered.

Bids will be called for at the appropriate time, opened, read aloud in the Lafayette City-Parish Consolidated Government Building Auditorium at 705 W. University Avenue, Lafayette, LA 70502 or as detailed in the @Request for Quotes@.

#### **ARTICLE 17- QUANTITIES**

Quantities listed are approximations only, and the Lafayette City-Parish Consolidated Government will not guarantee said quantities. All orders will be on an "as needed" basis, except as specifically stated in the specifications.

#### **ARTICLE 18 - OPTION TO RENEW**

At the option of the Lafayette City-Parish Consolidated Government, and the acceptance by the contractor, this contract may be extended at the same prices and terms for one (1) additional year.

#### **ARTICLE 19 - NON-APPROPRIATION OF FUNDS**

The continuation of this contract into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract. If the Lafayette City-Parish Consolidated Government, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

#### **ARTICLE 20 - BUDGETED FUNDS**

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by the Lafayette City-Parish Consolidated Government for said project. In the event the total amount of the contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that the Lafayette City-Parish Consolidated Government shall not be liable for the amount of such increase until and unless said budget is amended as provided for the Lafayette City-Parish Consolidated Government Home Rule Charter to allow for such an increased amount.

#### **ARTICLE 21 - DEFENSE AND INDEMNITY (NOT APPLICABLE)**

The Contractor agrees and obligates itself to defend, indemnify, and hold forever harmless the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons for whom they may be deemed liable and or answerable to the extent permitted by law, for and against any and all claims, demands, causes of action, rights of action, suits, judgments, or executions which may be asserted by any persons or parties. arising out of or resulting from any act of or omission of the contractor, its employees, agents representatives, and servants pursuant to the authority granted to it under the terms of this agreement, including any and all claims arising from the sole negligence, liability, and or fault of contractor, and or the joint and or concurrent negligence, liability, and or fault of the contractor with any other persons or parties whomsoever.

Notwithstanding the aforesaid, nothing contained herein shall be deemed to limit the obligations of any insurance company providing coverage in accordance with the terms of this Agreement to defend, indemnify, and hold harmless the Lafayette City-Parish Consolidated Government, its employees, agents, persons or parties whomsoever to the full extent of their insurance contract and or as required by law.

#### **ARTICLE 22 - CONTRACTORS UNDERSTANDING**

It is understood that the contract is solely between the Lafayette City Parish Consolidated Government and the contracting agency and at all times, the contracting agency shall operate and deemed to be an independent contractor. At all times, persons provided by the contracting agency to the Lafayette City-Parish Consolidated Government pursuant to the terms of this contract shall be deemed to be employees of the contracting agency, and shall not be considered to be employees of the Lafayette City-Parish Consolidated Government.

#### **ARTICLE 23 - DRUG AND ALCOHOL POLICY**

The Contractor is hereby further notified that for reasonable cause of suspicion, he or his employee(s) are subject to drug testing while engaged in business on Lafayette Consolidated Government property as per Lafayette Consolidated Government Comprehensive Substance Abuse Policy and Procedure Memorandum 123-1, Article 4.2

## **ARTICLE 24 - VEHICLE OR EQUIPMENT PURCHASES (REQUIREMENTS FOR PAPERWORK)**

The following documentation shall be furnished by the vendor for all fleet equipment required to be licensed for road use by the State of Louisiana. Department of Public Safety, Office of Motor Vehicles:

1. One (1) original notarized invoice and copy for the amount of the bid price only. Invoice shall include a complete description of equipment and serial number or vehicle identification number (VIN). Invoice shall be dated on actual date of delivery and odometer reading (when applicable) inserted at point of delivery.
2. One (1) original, fully executed and notarized Manufacturer's Statement of Origin properly assigned to the **LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**
3. One (1) original Odometer Disclosure Statement including the same mileage as shown on the invoice, when applicable, not required if included on Manufacturer's Statement of Origin.

The Lafayette City-Parish Consolidated Government will apply directly to the State of Louisiana for license and title.

**All paperwork (Manufacturer's Statement of Origin, Notarized Invoice, Bill of Sale, and Odometer Disclosure Statement), for vehicles or equipment sold to Lafayette City-Parish Consolidated Government shall be made out as follows:**

### **LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**

## **ARTICLE 25 - PARTICIPATION BY DISADVANTAGED BUSINESSES**

The Lafayette Consolidated Government strongly encourages the participation of DBEs (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette Consolidated Government for goods and services and labor and material. To that end, all contractors and suppliers are encouraged to utilize DBEs business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available. Assistance in identifying said businesses may be obtained by calling 291-8410.

## **ARTICLE 26 - TITLE; RISK OF LOSS**

Title to product/s passes from successful vendor to Lafayette Consolidated Government upon satisfactory delivery of merchandise to the Lafayette Consolidated Government's designated facility. Any damages or loss which occurs during shipping, shall be the responsibility of the vendor.

## **ARTICLE 27 - PARTS**

The Contractor agrees to provide those parts described in the bid documents to the Lafayette City-Parish Consolidated Government, on an as needed basis, for a period of one (1) year from the date the contract is executed or date the purchase order is issued.

## **ARTICLE 28 - AWARD**

The Lafayette City-Parish Consolidated Government shall make the award on a Unit Price basis, to the low responsible vendor who has bid according to the specifications or any addenda thereof. If this bid has alternates included it will be awarded on the basis of the sum of the base bid and any alternates, if alternates are accepted, to the low responsible vendor who has bid according to the specifications or modifications thereof. Alternates, if accepted, shall be accepted in the order in which they are listed on the Bid Form. However, Lafayette Consolidated Government reserves the right to accept alternates in any order which does not affect determination of the low Bidder.

## **ARTICLE 29 – SMOKE FREE WORKPLACE**

Lafayette Consolidated Government is a smoke-free environment and, as such, prohibits smoking in all facilities for events including, (but not limited to), conferences, meetings, seminars, etc. Please abide by this policy when in our facilities.

## **ARTICLE 30 - Vehicle Registration (Temporary Louisiana Motor Vehicle Registration License)**

The successful bidder shall provide with deliver of any vehicle which requires a Temporary Louisiana Motor Vehicle Registration License any and all documents necessary to satisfy this requirement, to include the Temporary Tag which shall be placed upon the vehicle.



**ARTICLE 31 – DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:**

In transactions involving federal funds, the Lafayette Consolidated Government is required to ensure that contractors and subcontractors that are debarred, suspended, ineligible or voluntarily excluded from participation in federally-assisted transactions, do not participate in federally-assisted programs. All contractors and subcontractors participating in contracts funded in whole or in part by federal funds shall submit certification prior to the award of the contract.

DETAILED SPECIFICATIONS  
FOR  
LIQUID ALUMINUM SULFATE

General

This bid is for furnishing liquid aluminum sulfate to be utilized in the Lafayette Consolidated Government Utilities Water System.

Quality

The liquid aluminum sulfate shall have a minimum soluble Al<sub>2</sub>O<sub>3</sub> of 8.3% suitable for human water supply, an approximate Baume' of 36', and a specific gravity of 1.33 at 60 degrees Fahrenheit. The suspended matter in the liquid aluminum sulfate shall not exceed 0.2%. The liquid aluminum sulfate shall be reasonably clear. It shall be of such clarity as to permit the reading of flow measuring devices without difficulty.

The liquid aluminum sulfate shall meet minimum standards set up by AWWA-B403-88, or the latest revisions thereof. The chemical analysis for the aluminum sulfate shall be the same as the following typical analysis:

Total	Al <sub>2</sub> O <sub>3</sub>	8.3%
Free	Al <sub>2</sub> O <sub>3</sub>	0.1%
Total	Fe as Fe <sub>2</sub> O <sub>3</sub>	0.2%
Actual	Fe <sub>2</sub> O <sub>3</sub>	0.03%
Insoluble		0.03%

A typical analysis of the liquid aluminum sulfate shall accompany the bid.

Term of the Contract

The term of the contract shall be one (1) year from award of same (November 1, 2005 through October 31, 2006), with a maximum of two one-year extensions, if mutually agreeable.

The Lafayette Consolidated Government reserves the right to terminate this contract at any time with a fifteen (15) day written notice.

Quantity

The estimated quantity of aluminum sulfate to be furnished during the term of this contract is 450 tons.

Delivery

Deliveries shall be made by tank truck to the South Water Treatment Plant at 810 West Broussard Road as specified when ordered.

The liquid aluminum sulfate shall be unloaded into storage tanks. The tank truck shall furnish all power and equipment to unload into the storage tanks. The bidders shall familiarize themselves with the conditions that exist. The storage tanks have a two inch (2") NPT connection.

The tank truck shall be used for liquid aluminum sulfate transport only. It shall be the responsibility of the supplier to check each transport and determine if any traces of toxic material or any bacteriologically impure material is present in the transport. Failure to do this shall be grounds for rejection by the Purchaser.

It shall be the responsibility of the successful vendor to assure that delivery, in quantities as required, can be made within 24 hours after notice is given by the Purchaser, except if a holiday or weekend falls within the 24 hour period, then delivery shall be made on the first weekday following the holiday or the weekend. Delivery will be made during normal working hours (from 8:00 a.m. to 5:00 p.m.). Delivery schedules can be modified by agreement of both parties.

All carriers must abide by regulations and rules established by the Interstate Authority, Intra-State Authority and Louisiana Department of Transportation, concerning the transportation of hazardous materials.

All deliveries shall be FOB Lafayette Delivery Point. Vendor assumes all risks, responsibilities, and costs which may arise as an incident of handling, transporting, and delivering the chemicals specified herein until proper unloading of said chemicals has been completed at the delivery point(s) specified herein. Purchaser shall not be deemed to have taken possession of said chemicals until proper unloading of said chemicals has been completed at the delivery point(s) specified herein.

Vendor will install numbered seal on each of the tanker's fill and discharge outlet. The carrier on the delivery ticket or manifest will identify the seal numbers. LUS personnel will observe the physical removal of the numbered seals from the tanker by the driver. After matching the seal numbers on the manifest, the plant operator will initial the delivery ticket. Plant staff will then run a simple test to verify that the product is aluminum sulfate and then the delivery can be accepted. LUS will not retain the seals after the numbers are verified. Please note that failure to comply with these instructions will result in refusal to accept the delivery.

#### Firm Price

The Purchaser requests that firm prices be bid for the material to be furnished under these specifications. In the event that prices are not bid firm, then bids shall be accompanied by provision for fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistics Consumer Price Index and/or Wholesale Price Index; and/or where particularly applicable to the subject matter bid, any recognized escalation index affecting said subject matter all as more fully authorized in LA R.S. 38:2211(A)(2).

#### Non-Appropriation Clause

The continuation of this contract into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract. If the Owner fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

BID FORM

\_\_\_\_ day of \_\_\_\_\_, 2005

TO: City-Parish President and Council  
Lafayette Consolidated Government  
Lafayette, Louisiana 70501

Gentlemen,

In compliance with your request for this bid, the undersigned having familiarized himself with the attached stipulations, which are as follows: Advertisement for Bids, Instructions to Bidders and Detailed Specifications, all of which are made a part hereof, hereby bids in compliance with these stipulations, to furnish the Lafayette City-Parish Consolidated Government, the following complete as herein specified, FOB LAFAYETTE, FREIGHT PREPAID, for the following prices:

<u>ITEM DESCRIPTION</u>	<u>WRITTEN PRICE PER TON</u>	<u>NUMERIC PRICE PER TON</u>
Liquid Aluminum Sulfate	_____ dollars	\$ _____
Price per ton		
for a period of	_____ cents	
one (1) year		
(11-1-05 thru 10-31-06)		

Preference is hereby given to materials, supplies and provision, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.

Do you claim this preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify location within Louisiana where this product is manufactured, produced or grown.

\_\_\_\_\_

COMPANY \_\_\_\_\_

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Lafayette Consolidated Government, Lafayette, Louisiana, a political subdivision organized under the laws of the State of Louisiana, acting through its President and his Staff, Party of the First Part, hereinafter called the "Purchaser" and

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(Party of the Second Part, hereinafter called the "Contractor")

WITNESSETH: THAT

WHEREAS: The Purchaser has caused the necessary Contract Documents to be prepared for purchasing certain material and equipment, as specified in the accompanying contract documents, and

WHEREAS: The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor", Party of the Second Part", for equipment and materials, as hereinafter set forth and as stated more in detail in the bid form hereto attached:

NOW, THEREFORE:

It is hereby agreed that for the sum of:

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( \$ \_\_\_\_\_ ) to be paid to the Contractor by the Purchaser, the contractor agrees to furnish the Lafayette City-Parish Government, the following:

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all in accordance with the accompanying contract documents and plans which are as much a part of this agreement as if repeated, verbatim herein.

IN WITNESS THEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

Executed in Two (2) Parts

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT  
STATE OF LOUISIANA

WITNESSES:

\_\_\_\_\_

BY \_\_\_\_\_

L. J. DUREL, JR.  
CITY-PARISH PRESIDENT

\_\_\_\_\_

DATE \_\_\_\_\_

CONTRACTOR'S WITNESSES:

CONTRACTOR  
Party of the Second Part

COMPANY \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

(Please type or print name)

\_\_\_\_\_

TITLE \_\_\_\_\_

(Please type or print title)